

Department of (XXXX)

TAA \_\_\_\_/\_\_\_\_

## **ELIGIBLE GOVERNMENTAL ENTITY AGREEMENT**

THIS agreement, made this \_\_\_\_ day of \_\_\_\_\_ 2006, by and between the State of Colorado for the use and benefit of the Department of (XXXX), hereinafter referred to as (Department, Acronym, Example: (XXX)), and the Statewide Internet Portal Authority of the State of Colorado, hereinafter referred to as ("SIPA").

### **FACTUAL RECITALS**

Pursuant to Article 37.7 of Title 24, Colorado Revised Statutes, SIPA operates to provide electronic access to government information between agencies of the State of Colorado and to provide Colorado public records to individuals and businesses; and

SIPA has entered into a Statewide Internet Portal Authority Master Contract ("Master Contract") with Colorado Interactive, LLC, a Colorado limited liability company ("Portal Contractor"), attached hereto and incorporated herein as Exhibit A, to design, build, operate, maintain and enhance a Statewide Internet Web Portal for the operation of a statewide internet web portal; and

Pursuant to CRS 24-37.7-104, and as provided for and defined in the Master Contract, SIPA may enter into agreements with eligible governmental entities and this Intergovernmental Agreement is an agreement with an eligible government entity; and

SIPA and (XXX) wish to enhance the performance of their respective governmental purposes and provide benefits to individuals and businesses through improved services pursuant to the provisions of this agreement; and

Required approval, clearance and coordination has been accomplished from and with appropriate agencies;

NOW THEREFORE, it is hereby agreed that:

### **Section 1: Statement of Purpose.**

The purpose of this agreement is to define circumstances and responsibilities relating to providing online electronic access and transactions through the Web Portal at (XXX's) discretion, and for obtaining, creating, maintaining and distributing public records that are maintained in electronic form, or which in the future will be obtained in electronic form, by (XXX) and to effectuate the purposes of the Statewide Internet Portal as set forth in CRS 24-37.7-104.

### **Section 2: Definition of Terms.**

- A. Application - The development of one particular database of public records on the Web Portal, or the software bridge to one particular database of public records stored elsewhere for information access, or one particular electronic transaction for gathering data or processing requests from the public (such as filings or permit applications), and the user interface to allow public and government access and/or transactions on-line.

- B. Confidential Information – Information contained within a Public Record that is **not** disclosable by law or regulation.
- C. Confidential Records – Any record created, received, retained, maintained, used or filed by or with a public agency that is **not** disclosable under the Colorado (Open) Records Law, Article 72 of Title 24 CRS, or under Title 42 CRS or Title 39 or is otherwise designated confidential by law.
- D. Data Records - Facts maintained in electronic form for communication or processing, which may include both public records and confidential records.
- E. Portal - The Statewide Internet Web Portal outsourced to and developed, operated, and marketed by the Portal Contractor under the authority of SIPA.
- F. Portal Fees - Transaction, electronic access, or electronic delivery charges paid by Portal users associated with the electronic delivery of a record, or electronic filing of a transaction, through the State Portal, which are established in connection with the State Portal or otherwise specifically identified in this agreement as a Transaction Fee.
- G. Public Records - Any record created, received, retained, maintained, used or filed by or with a public agency that is disclosable under the Colorado (Open) Records Law, Article 72 of Title 24 CRS, or under Title 42 or Title 39 CRS or is otherwise expressly authorized to be released as specified by law.
- H. Statutory Fees - Fees, taxes and assessments established by statute, ordinance, resolution, or other law or regulation (excluding Portal Fees), charged to Portal users to obtain a copy of a record, obtain a license or permit, or otherwise to engage in a transaction with an agency.
- I. Transaction – Either the electronic filing or gathering of data by an agency, including (XXX), for a governmental purpose, or the electronic accessing by an online user of data so filed or gathered for a governmental purpose by (XXX), or both.
- J. Transaction Fee – A fee collected by SIPA from Portal users for a Transaction processed through the Web Portal.
- K. Web Portal – The website(s) and infrastructure for the statewide internet portal.

### **Section 3: Scope of Work.**

#### **A. (XXX) Responsibilities**

- 1) Oversee the timely and effective performance of this agreement, and assist SIPA in constructively resolving any problems thereunder and any new issues that arise in connection with the same.
- 2) Provide reasonable levels of departmental support in placing online with the Portal, (XXX) Public Records and Transactions as mutually agreed between (XXX) and SIPA, with due regard to the workload and priorities of the Portal, SIPA, and (XXX), and with due regard to the desires and needs of the users of the Portal.
- 3) Review and approve all (XXX) supplied and related screen display designs, transmission protocols, internal and external design documents and Application requirement documents prior to implementation on the Web Portal and availability to users and subscribers. (XXX) agrees to perform the review in a timely manner and to promptly offer feedback, if necessary, to the Portal.

- 4) Request the central State data or computer department or service to perform as follows:
  - a. When requested by the Portal, assist Portal personnel in interpreting (XXX) Public Record formats and provide a point of contact for such interpretation; provide advice on (XXX) display screen designs when consulted; and, cooperate with the Portal in placing onto the Web Portal, Public Records as mutually agreed between State and SIPA, with due regard to the workload and priorities of SIPA and (XXX), and with due regard to the desires and needs of users of, and subscribers to, the Web Portal. (XXX) may also volunteer such assistance to the Portal at (XXX)'s initiative.
  - b. Provide Public Records, as determined appropriate by (XXX), to the Portal for placement on the Web Portal, subject to interruption of service pursuant to Section 7, by an acceptable method, such as electronic transmission, disk, email, or other acceptable means.
  - c. Provide reasonable response time of on-line electronic inquiry within the limitations of (XXX) system resources and budget constraints. It is understood that the Colorado statewide area network and Colorado state mainframe are not under the control of (XXX).
  - d. Provide reasonable levels of problem determination support to help isolate problems related to access to (XXX) Public Records and Transactions when requested by the Portal, and if the problem resides within (XXX) Systems, provide reasonable fixes or repairs consistent with (XXX)'s operational priorities and budget constraints. The Portal shall make all reasonable efforts to determine the source of the problem before contacting (XXX) and will communicate the nature of these findings to (XXX) in writing and in a timely manner.
  - e. (XXX) will have final control and responsibility in determining which (XXX) Public Records and Transactions will be available for access on the Web Portal. Portal users will not directly access the (XXX) system. The Portal may access the (XXX) system directly only with express (XXX) approval.
- 5) When requested, help the Portal personnel, users and subscribers in interpreting the Public Records by answering questions related to laws, rules, regulations, policies and procedures administered by (XXX), consistent with (XXX)'s internal policies, and provide a point of contact within (XXX) for such interpretation.
- 6) Assist the Portal in determining the information necessary to comply with state law, rules and regulations pertaining to the recovery of costs for providing access to (XXX) Public Records, conducting Transactions and obtaining related services, as necessary.
- 7) Cooperate with the Portal in recommending to SIPA the establishment of a reasonable Portal Fee for any access, Transaction or other service for which a Portal Fee is appropriate.
- 8) Cooperate with the Portal in recommending to SIPA the establishment of additional Portal Fees or free services available through the Web Portal that are of benefit to individuals and businesses.

#### **B. SIPA Responsibilities.**

The Portal is an operation (not a separate corporate entity) conducted by the Portal Contractor under oversight of SIPA pursuant to SIPA's statutory authority under Article 37.7 of Title 24, CRS. Pursuant to the Master Contract, the Portal Contractor shall conduct services and operations of the Portal and fulfill the Portal responsibilities hereunder as an independent contractor. SIPA shall cause the Portal to:

- 1) Provide technical support to users of the Portal. Such support shall be directed to answering user questions and resolving user problems related to screen and record formats, codes, abbreviations, billing policies, error messages, batch run problems and other concerns related to accessing public records or conducting Transactions through the Portal.
- 2) Provide and obtain the approval from (XXX) on all (XXX) screen display designs, internal and external design documents, requirement documents and application requirements prior to implementation and availability to users and subscribers.
- 3) Recognize that authorized on-line Transactions provide no right to possession or ownership of (XXX) Public Records at any time.
- 4) Take all reasonable precautions to protect against unauthorized access or release of Public Records, Confidential Records or Confidential Information in the custody of (XXX).
- 5) Provide all Web Portal equipment, software, supplies and other resources necessary to establish electronic access to (XXX) Public Records and Transactions on the Web Portal.
- 6) Recognize that SIPA and the Portal shall have no express or implied ownership of (XXX)'s equipment by virtue of the payment of any fee or charge to (XXX).
- 7) Provide for payment of Statutory Fees collected in accordance with the terms of the Master Contract.
- 8) Keep such records as are required to document usage and payments associated with providing access to (XXX)'s Public Records; provide (XXX) access to these usage records at reasonable times for inspecting, auditing and copying purposes if so requested by (XXX); and provide (XXX) access to the Portal's computerized transaction log, which will include the user or subscriber name, transaction data including date, time and type of query or transaction, and fee information, if any.
- 9) Cooperate with (XXX) in facilitating Transactions through the Web Portal as provided by the mutual agreement of (XXX) and SIPA, including securing proper access from the appropriate authority for, and providing necessary security to, each type of Transaction desired.
- 10) Consult with (XXX) in assigning each application involving (XXX) a priority for development; assign each such application a priority for development in accordance with the Portal's procedures for setting and amending the priority of all (XXX) applications, subject to the authority of SIPA as established by law or the Master Contract; and work diligently to accomplish each such application in accordance with the relative priority among all (XXX) applications.
- 11) Lead the process of determining service applications, if any, for which a Portal Fee is appropriate in order to provide resources to develop, maintain, manage, operate and expand the Web Portal; conduct market research regarding current and potential for-fee (XXX) Transactions and Public Record applications if deemed appropriate by the Portal and develop, in cooperation with (XXX), recommendations regarding services for which a fee is appropriate and the appropriate fee to charge.
- 12) Lead the process of determining service applications for which no Portal Fee is appropriate in order to expand the amount and kind of free information available through the Web Portal as Portal resources permit; conduct market research regarding current and potential non-fee (XXX) Transactions and Public Record applications if deemed appropriate by the Portal and develop,

in cooperation with (XXX), recommendations regarding services of benefit to individuals or businesses that may be offered free of charge.

### **C. Web Site Hosting, Design and Enhancement of Related Services.**

If desired by (XXX), the Portal shall design and host the (XXX) department web pages. The Portal will adhere to any existing State common "look and feel" Enterprise Standards, as well as adhere to ADA requirements. The Portal will demonstrate the necessary Web Portal redundancy capabilities to reasonably provide continuous service within industry standards and utilizing best practices.

The Portal will redesign the current (XXX) Web site, if desired by (XXX), to provide a comprehensive, easy to use navigational structure with an intuitive search engine. (XXX) will provide the Portal with the necessary data and information in a mutually agreeable electronic format. (XXX) will provide the Portal with feedback and assistance, as reasonably requested. The Portal shall obtain approval from (XXX) for all Web page designs prior to implementation.

The Portal and (XXX) will cooperate in exploring ways to enhance related Web page content, however, it is understood (XXX) is responsible for maintaining the content of the (XXX) Web site. The Portal will provide the necessary training to (XXX) staff for the on-going remote maintenance of (XXX) Web page content on the Portal. All graphics, images, databases, Web pages, and all other Web site components created for (XXX) shall be the express property of (XXX). SIPA agrees to take reasonable measures to promote the availability of (XXX) information and Transactions available on the Web Site. (XXX) agrees to take reasonable measures to promote the Portal, including (XXX) Transactions.

### **Section 4: Financial Obligations.**

The parties understand and agree that (XXX) has no obligation to disburse or expend state funds pursuant to this agreement. (XXX)'s sole financial obligation pursuant to this agreement shall be the allocation of staff time and use of existing resources reasonably required to fulfill the obligations of (XXX) under this agreement.

### **Section 5: (Reserved)**

### **Section 6: Work Orders.**

Work Orders may be executed in a form substantially equivalent to Attachment A, "Work Order Letter". A Work Order places no obligation upon (XXX) for the expenditure or disbursement of funds and will be performed by the Portal at no cost to (XXX) in accordance with Section 4. (XXX)'s sole obligation with respect to Work Orders shall be the as set forth in Section 4 of this agreement. The scope and details of Work Orders will be defined and ordered by agreement of the parties and are subject to the same terms and conditions established in the agreement. If (XXX) has need of services, and the Portal agrees to provide those services, (XXX) shall provide a definition of the requirements to the Portal and the Portal's proposal to (XXX) shall be in a form acceptable to (XXX). Prior to execution of the Work Order by SIPA, approval from the Portal Contractor must be obtained by SIPA.

### **Section 7: Interruption of Service.**

Each Party shall make its best effort to provide adequate and uninterrupted service under the terms of this agreement. However, neither party shall be liable for interruption of service when the same shall be due to circumstances beyond the reasonable control of either party, its agents or employees, including but not limited to unanticipated equipment malfunction; periodic maintenance or update of the computer system or systems upon which such public records reside; interruption of service due to problems with the Colorado state wide area network or the Colorado state mainframe system or due to problems with any telecommunications provider.

## **Section 8: (XXX) Access to Records Available on the Web Portal.**

(XXX) shall have access to all state government records on the Web Portal for which a Portal Fee is associated, and, if permitted by the federal or local governments, access to certain federal, county or municipal records, without paying such Portal Fee, except Confidential Records to which (XXX) is not entitled by law. (XXX) acknowledges that neither SIPA nor the Portal governs Internet access for state agencies and that (XXX) is responsible for its own Internet access. The Portal will provide (XXX) with Portal Account(s) to electronically access permitted records on the Web Portal without paying the Portal Fee. (XXX) also acknowledges and agrees that access to data and records from other governmental agencies on the Web Portal without payment of any associated Portal Fee is further subject to the policies of SIPA and that such data and records may be obtained *only provided* that it is for (XXX) use only and that such data or records are not resold or provided to others by (XXX) when payment of a fee to the Portal would otherwise be required. (XXX) agrees and acknowledges that it is responsible for all actions that occur using any username(s) and password(s) issued to it for online access to the Portal.

## **Section 9: State Agency Access to (XXX) Records Available on the Portal.**

There will be no charge to other State agencies for accessing (XXX) Public Records on the Web Portal with which a Portal Fee is associated. Other exempted parties may include federal, county and municipal governments or other providers of governmental services and certain nonprofit organizations at the discretion of (XXX) and with the approval of SIPA. (XXX) also acknowledges and agrees that access to (XXX) data and records on the Web Portal by other agencies without paying any associated Portal Fee is further subject to the policies of SIPA and that such information may be obtained *only provided* that it is for the requesting government agency's use only and that such data or records are not resold or provided to others by the requesting government agency when payment of a fee to the Portal would otherwise be required.

## **Section 10: Data Records Accessed, Portal Compensation, Schedule of Deliverables.**

The Public Records to be accessed, the Transactions to be facilitated and the services to be provided through the Web Portal under this agreement shall be listed on various Work Orders which are attached as made from time to time, and are thereby made part of this agreement. **Services will be available to users at the Portal Fees indicated on such Work Orders and any funds so collected will be apportioned between (XXX) Statutory Fees and the Portal Fees as indicated.** SIPA must approve the services to be offered and the Portal Fees to be charged. (XXX) may increase or decrease the Statutory Fees as directed by law, which increase or decrease will be passed directly through to those accessing such records or conducting such transactions through the Portal.

The Portal will develop the Applications contained in any attached Work Orders on the timetable indicated. Schedule projections are made in most cases without extensive investigation of systems, without knowledge of business rules and business flow, without estimates of staff time committed to projects and without design and architecture steps being taken. The Portal will work diligently to accomplish each such application according to the schedule in accordance with the relative priority assigned by SIPA as provided in the Master Contract. (XXX) will be responsive to the Portal by providing information and assistance as needed to meet the delivery dates on the schedule. (XXX) understands that the schedule and assignment of priority may need to be adjusted to accommodate reasonable delays due to policy, marketing and technical issues outside the control of the Portal. Regular meetings will be set to discuss and update the project plan as necessary throughout the term of the agreement. The Portal will make every effort to keep (XXX) informed of problems that may cause a delay in the delivery of any application contained in this schedule.

(XXX) and SIPA may modify a Work Order to add or delete services only by mutual agreement. This agreement pertains only to those services that are listed on attached Work Orders as they exist at the time of signing or as they may be amended by mutual agreement of the parties.

## **Section 11: Portal Access to Data Records.**

(XXX) authorizes SIPA to access data electronically, including Public Records and Confidential Records maintained by (XXX), in accordance with this agreement and to the extent provided by law, and consistent with (XXX) operational constraints. Access by the Portal will be on an inquiry-only, as needed basis for the purpose of providing access, facilitating Transactions or offering other services to users of the Portal as permitted by all applicable Colorado law.

## **Section 12: Access and Application Costs.**

The Portal shall be responsible for all costs and expenses, except those described in Section 4, in establishing electronic access to (XXX) databases or other applications for electronic services, including without limitation, the cost for purchasing or developing and maintaining all programs used to interface with (XXX) computer applications to provide access to the data maintained by (XXX). Any Application used by the Portal shall:

- A. Reasonably protect the data of (XXX) from unauthorized access, including the unauthorized access or release of Confidential Records within industry standards and utilizing best practices.
- B. Supply (XXX) Public Records to permitted users of the Portal on a timely basis in an accurate, understandable and logical format acceptable to (XXX).
- C. Pass any necessary and appropriate performance testing determined by the Portal and be prototyped for (XXX) review and approval before it is implemented and made available to Web Portal users and subscribers.

## **Section 13: User Messages, User Agreements and Data Screening.**

**[Insert any specialized customer agreement that may be necessary or desired (if any) to conduct business with the department. Requirements on an application by application basis will be covered in the work order]**

Example;

*DOR requires that customers complete an affidavit of intended use to comply with DPPA before they are granted access to the DMV data.*

## **Section 14: Collections.**

The Portal shall be responsible for the collection of Portal Fees and Statutory Fees in accordance with the terms of the Master Contract. The Portal shall make distribution of Statutory Fees collected, from Portal revenue received from online (XXX) Applications, to (XXX) in the following manner:

- A. All reports shall be forwarded to (XXX) in a format acceptable to both parties.
- B. All collections shall be posted and made available within a time frame agreeable to both parties.

## **Section 15: Auditing of Online Usage.**

Consistent with State policies, (XXX) shall have web (read) access to the computerized log of Web Portal users accessing for-fee (XXX) data and their security status, without access cost to (XXX). (XXX) will be responsible for the cost of terminal(s) and the cost of Internet access.

(XXX) will be permitted to sign on to the Portal's system to audit electronic access to its Public Records, for which a fee is assessed. On-line audit capability must be available for the length of time specified by (XXX) after transaction processing. After the on-line retention period has expired, the Portal shall, as specified between SIPA and (XXX), retain, destroy, or provide the Web Portal user log information to (XXX) without cost. Insofar as these records may be public, the Portal shall act as directed by (XXX) in compliance with the Colorado law on retention or access of Public Records. The Portal contractor shall be entitled to retain copies of such records or portions thereof for archival and defense purposes only.

At a minimum, the Portal shall retain the following data for the retention period: name of Web Portal user, transaction data and time, type of inquiry and access keys.

The Portal shall notify (XXX) of any unauthorized access to Portal operations lying within the Portal's control, within two (2) hours of detection of the same. The notice shall contain detailed information to aid (XXX) in examining the matter if (XXX) applications were involved.

#### **Section 16: Schedule of online services and portal fees.**

The Portal shall prepare, and update from time to time, a schedule of the online services the Portal provides in cooperation with (XXX), that were built pursuant to Work Orders, and the Portal Fees and any Statutory Fees charged in connection with each service. Such schedule shall be attached hereto as **Schedule A**.

#### **Section 17: Term.**

The term of this agreement shall commence on the date of the last signature necessary to make it effective, and shall expire on a date co-terminal with the Master Contract. This agreement shall not extend past the termination of the Master Contract.

#### **Section 18: Availability of Funds.**

Payment pursuant to this agreement, if in any part Portal funded, is subject to and contingent upon the continuing availability of Portal funds for the purposes hereof. If any of said Portal funds become unavailable, as determined by the parties, either party may immediately terminate or seek to amend those Work Orders that are funded with the funds no longer available.

#### **Section 19: Record Keeping Requirements.**

(XXX) and SIPA shall maintain a complete file of all records, documents, communications and other material which pertain to this agreement for a period of three (3) years from the date of final payment under this agreement, unless either party requests that the records be retained for a longer period.

#### **Section 20: Monitoring and Auditing.**

SIPA shall permit (XXX) and federal agency monitoring and auditing of records and activities which are or have been undertaken pursuant to this agreement.

#### **Section 21: Assignments and Delegations.**

Except as otherwise provided, the duties and obligations of SIPA shall not be assigned, delegated or subcontracted except with the express prior written consent of (XXX). All subcontractors will be subject to the requirements of this agreement.

(XXX) is aware that SIPA has delegated, as more fully set forth in the second Factual Recital, certain duties in connection with the Portal to the Contractor, including the majority of SIPA's duties under this



agreement, and hereby approves of the Contractor as the subcontractor of SIPA for purposes of this agreement.

**Section 22: No Third Party Rights.**

Except as otherwise stated this agreement shall inure to the benefit of and be binding only upon the parties hereto and their respective successors and assigns. No third party beneficiary rights or benefits of any kind are expressly or implied herein.

**Section 23: Notices.**

For the purpose of this agreement, the persons named below are designated the representatives of the parties. All notice required to be given by the parties shall be given by registered or certified mail to the representative named below. The parties may designate in writing a new or substitute representative:

<u>(XXX)</u> :	SIPA:
Name	Donald L. Ravenscroft
Title	Statewide Internet Portal Authority
Department	1600 Broadway
Address 1	Suite 2400
Address 2	Denver, CO 80202
City, State, Zip	
Phone number	with copy to SIPA counsel
Email address	
Add additional contacts as necessary.	Additional Notice shall be provided to:
	Colorado Interactive, LLC
	Richard Olsen, President
	600 17 <sup>th</sup> Street
	Suite 2150
	Denver, CO 80202
	and
	NIC, Inc
	Attn: General Counsel
	10540 South Ridgeview Road
	Olathe, KS 66061

**Section 24: Disputes.**

Any failure of either party to perform in accordance with the terms of this agreement shall constitute a breach of the agreement. Any dispute concerning the performance of this agreement which cannot be resolved at the operational level shall be referred to superior management staff designated by each party. Failing resolution at that level, disputes shall be presented to the executive directors of each party for resolution. Failing resolution by the executive directors, the dispute shall be presented to the SIPA Board. If the Executive Director of (XXX) and the SIPA Board cannot agree, the parties may use whatever procedures may be available, including but not limited to termination.

**Section 25: Termination.**

Any of the parties shall have the right to terminate this agreement by giving the other party 60 days written notice. If notice is given, the agreement will terminate at the end of 90 days, and the liabilities of the parties hereunder for further performance of the terms of the agreements shall thereupon cease, but the parties shall not be released from duty to perform up to the date of termination.

## **Section 26: Miscellaneous Provisions.**

- A. Independent Authority. SIPA SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT AUTHORITY AND NOT AS AN EMPLOYEE OF (XXX). NEITHER SIPA NOR ANY AGENT OR EMPLOYEE OF SIPA SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF (XXX). SIPA OR ITS CONTROLLED AGENTS SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX AND LOCAL HEAD TAX ON ANY MONIES PAID BY (XXX) PURSUANT TO THIS AGREEMENT. SIPA ACKNOWLEDGES THAT SIPA AND ITS EMPLOYEES OR CONTRACTORS ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS SIPA OR THIRD PARTY PROVIDES SUCH COVERAGE AND THAT (XXX) DOES NOT PAY FOR OR OTHERWISE PROVIDE SUCH COVERAGE. SIPA SHALL HAVE NO AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND (XXX) TO ANY AGREEMENTS, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREIN. SIPA OR ITS CONTRACTORS SHALL PROVIDE AND KEEP IN FORCE WORKERS' COMPENSATION (AND PROVIDE PROOF OF SUCH INSURANCE WHEN REQUESTED BY (XXX)) AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF SIPA, ITS EMPLOYEES AND AGENTS.
- B. Non-discrimination. SIPA agrees to comply with the letter and the spirit of all applicable state and federal laws respecting illegal discrimination and unfair employment practices.
- C. Choice of Law. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this agreement. Any provision of this agreement, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this agreement to the extent that the agreement is capable of execution.

At all times during the performance of this agreement, SIPA shall strictly adhere to all applicable federal and state laws, rules, and regulations that have been or may hereafter be established.

- D. Software Piracy Prohibition. No State or other public funds payable under this Agreement shall be used for the acquisition, operation, or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. SIPA hereby certifies that, for the term of this Agreement and any extensions, SIPA has in place appropriate systems and controls to prevent such improper use of public funds. If (XXX) determines that SIPA is in violation of this paragraph, (XXX) may exercise any remedy available at law or equity or under this Agreement, including, without limitation, immediate termination of the Agreement and any remedy consistent with United States copyright laws or applicable licensing restrictions.

- E. Employee Financial Interest. The signatories aver that to their knowledge, no employee of the State of Colorado has any personal or beneficial interest whatsoever in the service or property described herein.

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

STATEWIDE INTERNET PORTAL  
AUTHORITY

STATE OF COLORADO:  
BILL OWENS GOVERNOR

Department of (XXXX)

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
For the Executive Director

\_\_\_\_\_  
Print Name and Title of Authorized Officer